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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE SECRETARY OF THE COMMONWEALTH

REC'D, HON. CIR.
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DEPT OF STATE, CIR. 3412

Commonwealth of Pennsylvania
Bureau of Commissions,
Elections and Legislation

vs.

Lisa Marie Deeley, Notary Public
Respondent

File No.: 14-99-09803

Docket No: 0040-99-17

CONSENT AGREEMENT AND ORDER

PARTIES

The Commonwealth of Pennsylvania, Department of State, Bureau of Commissions, Elections and Legislation ("Commonwealth") and **Lisa Marie Deeley, Notary Public** ("Respondent") stipulate as follows in settlement of the above-captioned case.

APPLICABLE LAW

1. This matter is before the Notary Public Law, the Act of August 21, 1953, P.L. 1323 §§ 1-22.1, *as amended*, 57 P.S. §§ 147-169 ("Law"), the Uniform Acknowledgement Act, Act of July 24, 1941, P.L. 490, as amended, 21 P.S. § 291.1-13 ("Act").

JURISDICTION

2. This matter is before the Secretary of the Commonwealth ("Secretary") pursuant to the Notary Public Law, Act of August 21, 1953, P.L. 1323, No. 373 as amended, 57 P.S. §§ 147-169 (Law) and/or the Uniform Acknowledgement Act, Act of July 24, 1941, P.L. 490, as amended, 21 P.S. § 291.1-13(Act) of 1953, P.L. 1323, *as amended* ("Law"), 57 P.S. §§ 147-169.

3. At all relevant and material times, Respondent held a commission to practice as a notary public in the Commonwealth of Pennsylvania: I.D. number 1037012.

STIPULATED FACTS

4. The Respondent admits that the following allegations are true:
 - a. Respondent holds the following commission to practice as a notary public in the Commonwealth of Pennsylvania: Notary I.D. 1037012.
 - b. Respondent's current commission was issued on February 8, 2015, and expires on February 8, 2019.
 - c. Respondent was previously commissioned as a notary public in the Commonwealth of Pennsylvania at the following times: (1) February 8, 1995, to February 8, 1999; (2) February 8, 1999, to February 8, 2003; (3) February 8, 2003, to February 8, 2007; (4) February 8, 2007, to February 8, 2011; and (5) February 8, 2011, to February 8, 2015.
 - d. At all times pertinent, Respondent held a commission to practice as a notary public in the Commonwealth of Pennsylvania.
 - e. Respondent's last known business and home address on file with the Department of State is: 7730 Richard Street, Philadelphia, PA 19152.
 - f. On or about April 1, 2010, Respondent notarized the alleged signature of Lynda Costello on a spousal waiver form.
 - g. A true and correct copy of this spousal waiver form is attached as **EXHIBIT A** and incorporated by reference.
 - h. Lynda Costello did not sign this spousal waiver form.
 - i. Lynda Costello did not appear before Respondent.
 - j. On or about January 24, 2011, Respondent notarized the alleged signature of Lynda Costello on a second spousal waiver form.

k. A true and correct copy of this second spousal waiver form is attached as **EXHIBIT B** and incorporated by reference.

- l. Lynda Costello did not sign this second spousal waiver form.
- m. Lynda Costello did not appear before Respondent.
- n. During the investigation into this matter, Respondent was interviewed by Bureau of Enforcement and Investigation (BEI) Professional Conduct Investigator Jessie J. Bennett (PCI Bennett).
 - o. During her interview, Respondent stated she did not ask the individual who came into her office for identification.
 - p. Respondent provided portions of her notary register to PCI Bennett.
 - q. A true and correct copy of Respondent's notary register is attached as **EXHIBIT C** and is incorporated by reference.
- r. Respondent has failed to record in her notary register the character of the act, amount of fee collected, and either the date of the act or the date of the instrument.
- s. Respondent asserts in mitigation, and the Commonwealth neither admits nor denies, the following:

(1) Respondent at all relevant times fully cooperated with the Secretary of the Commonwealth into the inquiry relating to this matter.

(2) On April 1, 2010, a person known to Respondent as Charles "Chuck" Costello personally

appeared before Respondent and identified the affiant as his wife, Lynda Costello.

(3) At the time of the execution of the notarization of the spousal waiver form, Respondent had no reason to believe that the affiant was not the affiant, Lynda Costello, and Respondent believed based on the above that she had satisfactory evidence at the time of the identity of the person purporting to be Mrs. Costello.

(4) On or about January 24, 2011, the purported husband of Lynda Costello, Charles "Chuck" Costello, appeared in person with the person he identified as his wife, who executed a second spousal waiver form that Respondent notarized.

(5) No notary fee was ever charged or received by Respondent regarding Charles "Chuck" Costello or the person represented at the time to Respondent as Lynda Costello:

t. Respondent agrees, understands and acknowledges that the acceptance of the stipulated sanction imposed on Respondent's notary commission by the Secretary of the Commonwealth constitutes public discipline.

ALLEGED VIOLATIONS

5. Based upon the foregoing factual allegations, the Secretary of the Commonwealth may, for good cause, issue a written reprimand, impose a civil penalty, suspend or revoke the

Respondent's commission, and/or order the Respondent to attend additional educational courses under the authority of Section 22 of the Act, 57 P.S. §168 because:

- a. Respondent failed to know through personal knowledge or have satisfactory evidence that the person appearing before her was the person described in and who was executing the instrument, in violation of Section 12.1 of the Law, 57 P.S. § 158.1, by notarizing the signature of Lynda Costello on two occasions when she was not present.
- b. Respondent failed to maintain an accurate notary register, in violation of Section 15(a) of the Law, 57 P.S. § 161(a), by failing to record the character of the act, amount of fee collected, and either the date of the act or the date of the instrument.

PROPOSED ORDER

6. The parties, intending to be legally bound, consent to the issuance of the following Order in settlement of this matter:

- a. Based upon the foregoing factual allegations, the Secretary of the Commonwealth may, for good cause, issue a written reprimand, impose a civil penalty, suspend or revoke the Respondent's commission, and/or order the Respondent to attend additional educational courses under the authority of Section 22 of the Act, 57 P.S. §168 because:

- (1) Respondent failed to know through personal knowledge or have satisfactory evidence that the person appearing before her was the person described in and who was executing the instrument, in violation of Section 12.1

of the Law, 57 P.S. § 158.1, by notarizing the signature of Lynda Costello on two occasions when she was not present.

(2) Respondent failed to maintain an accurate notary register, in violation of Section 15(a) of the Law, 57 P.S. § 161(a), by failing to record the character of the act, amount of fee collected, and either the date of the act or the date of the instrument.

VOLUNTARY SURRENDER

b. Respondent agrees to **PERMANENTLY AND VOLUNTARILY SURRENDER** Respondent's notary commission.

(1) Respondent will submit to the Bureau Respondent's notary seal, notary embosser, and notary commission (or affidavit of loss or destruction), along with a signed copy of this Consent Agreement.

(2) Within thirty (30) days of the Secretary's approval of this Consent Agreement, Respondent will deliver Respondent's notarial register to the office of the recorder of deeds in the proper county.

(3) The acceptance of the stipulated sanction on Respondent's notary commission by the Secretary of the Commonwealth constitutes public discipline.

(4) Respondent agrees that Respondent will not apply for a notary commission at any time in the future.

(5) Nothing in this Order shall preclude the Prosecuting Attorney for the Commonwealth from filing charges or the Secretary from imposing disciplinary or corrective measures for violations or facts not contained in this Consent Agreement.

(6) This case shall be deemed settled and discontinued upon the Secretary issuing an Order adopting this Consent Agreement.

ADMISSIBILITY OF CONSENT AGREEMENT IN FUTURE PROCEEDINGS

7. Respondent agrees that if Respondent is charged with a violation of an Act enforced by the Secretary in the future, this Consent Agreement and Order shall be admitted into evidence without objection in that proceeding.

ACKNOWLEDGMENT OF NOTICE AND WAIVER OF HEARING

8. Respondent acknowledges receipt of an Order to Show Cause in this matter. Respondent knowingly and voluntarily waives the right to an administrative hearing in this matter, and knowingly and voluntarily waives the following rights related to that hearing: to be represented by counsel at the hearing; to present witnesses and testimony in defense or in mitigation of any sanction that may be imposed for a violation; to cross-examine witnesses and to challenge evidence presented by the Commonwealth; to present legal arguments by means of a brief; and to take an appeal from any final adverse decision.

ACKNOWLEDGMENT OF RIGHT TO ATTORNEY

9. Respondent acknowledges that Respondent is aware that Respondent has the right to consult with, and/or be represented by, private legal counsel of Respondent's choosing and at Respondent's expense when reviewing, considering and accepting the terms of this Consent

Agreement. To the extent that Respondent is not represented by legal counsel, Respondent has knowingly elected to proceed without the assistance of legal counsel.

WAIVER OF CLAIM OF COMMINGLING AND OTHER CONSTITUTIONAL CLAIMS

10. Respondent expressly waives any constitutional rights and issues, such as commingling of prosecutorial and adjudicative functions by the Secretary or the Secretary's counsel, which may arise or have arisen during the negotiation, preparation and/or presentation of this Consent Agreement. Respondent specifically agrees that if the Secretary rejects this agreement, it may assume that the facts and averments as alleged in this Consent Agreement are true and correct for the limited purpose of recommending a sanction, based on those assumed facts that would be acceptable to the Secretary before hearing the case. In the event that the Secretary does assume the facts and averments as alleged in this Consent Agreement are true for purposes of making a recommendation as to an acceptable sanction, such action shall not constitute commingling of prosecutorial and adjudicative functions by the Secretary or the Secretary's counsel, and the Respondent expressly waives any constitutional rights and issues related to alleged commingling, bias, or violation of due process rights to have an unbiased and impartial adjudicator in any subsequent hearing. If a hearing is subsequently held, neither this Consent Agreement nor the proposed terms of settlement may be admitted into evidence and any facts, averments, and allegations contained in the Consent Agreement must be proven at hearing unless otherwise separately stipulated. This paragraph is binding on the participants even if the Secretary does not approve this Consent Agreement.

NO MODIFICATION OF ORDER

11. Respondent agrees, as a condition of entering into this Consent Agreement, not to seek modification at a later date of the Stipulated Order adopting and implementing this Consent Agreement without first obtaining the express written concurrence of the Prosecution Division.

AGREEMENT NOT BINDING ON OTHER PARTIES

12. The Office of General Counsel has approved this Consent Agreement as to form and legality; however, this Consent Agreement shall have no legal effect unless and until the Secretary issues the stipulated Order.

EFFECT OF SECRETARY'S REJECTION OF CONSENT AGREEMENT

13. Should the Secretary not approve this Consent Agreement, presentation to and consideration of this Consent Agreement and other documents and matters by the Secretary shall not prejudice the Secretary from further participation in the adjudication of this matter. This paragraph is binding on the participants even if the Secretary does not approve this Consent Agreement.

ENTIRE AGREEMENT

14. This agreement contains the whole agreement between the participants; provided however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, of any kind whatsoever concerning this agreement.

AGREEMENT DOES NOT PREVENT ADDITIONAL DISCIPLINE BASED ON OTHER COMPLAINTS

15. Nothing in this Consent Agreement or the Order based upon this Consent Agreement shall preclude the Prosecuting Attorney for the Commonwealth from filing charges or the Secretary from imposing disciplinary or corrective measures for violations or facts not contained in this Consent Agreement.

VERIFICATION OF FACTS AND STATEMENTS

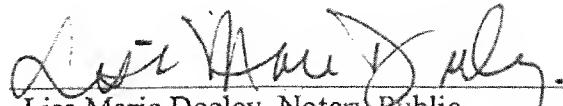
16. Respondent verifies that the facts and statements set forth in this Consent Agreement are true and correct to the best of Respondent's knowledge, information and belief.

Respondent understands that statements in this Consent Agreement are made subject to criminal penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.



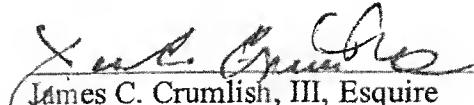
Andrea L. Costello
Prosecuting Attorney

DATED: 7/13/18



Lisa Marie Deeley, Notary Public
Respondent

DATED: June 08, 2018



James C. Crumlish, III, Esquire
For the Respondent

DATED: